

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Esteban Marquez,

Plaintiffs, Case No. 20-cv-5855

-against-

Indian Taj, Inc. d/b/a Santoor Indian Restaurant,
Balvinder Singh, Harminder Singh, Joginder Singh,
Kirpal Singh and Mehanga Singh,

Defendants.

**DECLARATION OF ESTEBAN MARQUEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR DEFAULT JUDGMENT**

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. I am the Plaintiff herein.
2. I worked for Indian Taj, Inc. d/b/a Santoor Indian Restaurant (the "Restaurant") from 2005 until June 10, 2018.
3. The Restaurant is located at 257-05 Union Turnpike in Queens, New York.
4. At all times throughout my employment, the Restaurant employed more than 10 employees.
5. I worked as a cook and salad preparer in the Restaurant's kitchen.
6. I usually took one week off per year.
7. My regular working hours were from 10:00 AM to 10:00 PM on Tuesday, Wednesday, Thursday and Sunday and from 10 AM until 11 PM on Friday and Saturday. I sometimes arrived several minutes before or after my scheduled start time, and sometimes left several minutes before or after my scheduled end time. However, based upon my recollection, the foregoing hours represent, on average, a fair estimate of the total hours I worked each workweek during my employment with the Restaurant.

8. I was not permitted to take a lunch break. I usually ate as I worked. Sometimes I took a 10-15 minute break to eat my lunch.

9. There are typographical errors in Paragraphs 42 and 43 of the First Amended Complaint. Paragraph 42, which reads “from 10 PM until 11 PM on Friday and Saturday” should read “from 10 AM until 11 PM on Friday and Saturday.” In addition, paragraph 43, which reads “On virtually every week during his employment with the defendants, Mr. Marquez worked at least the regularly scheduled hours (62 hours)” should read “On virtually every week during his employment with the defendants, Mr. Marquez worked at least the regularly scheduled hours (74 hours).”

10. During my employment with the Restaurant, I was not paid by the hour.

11. During the calendar years 2014, I was paid \$475.00 per week in cash.

12. From January 2015 until June 10, 2018, I was paid \$525 per week in cash.

13. I never received compensation over and above my weekly salary.

14. When I was paid, I was not given any statement showing the number of hours I worked, or how my wages were calculated.

15. Indian Taj, Inc. d/b/a Santoor Indian Restaurant was a family owned and operated business.

16. The owners and managers of the Restaurant were Balvinder Singh, Harminder Singh, Joginder Singh, Kirpal Singh and Mehanga Singh.

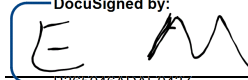
17. Each of the Singhs had the authority to tell me what to do, and in fact gave me directions when I worked.

18. Each of the Singhs had the power to direct, discipline and/or fire me.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: Huntington, New York
 April 8, 2021

DocuSigned by:

A handwritten signature in black ink, appearing to be 'E M', is written over a blue DocuSign signature line.

B365046ADA0437...
Esteban Marquez

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Esteban Marquez,

Plaintiffs, Case No. 20-hp-5855

-against-

Indian Taj, Inc. d/b/a Santoor Indian Restaurant,
Balvinder Singh, Harminder Singh, Joginder Singh,
Kirpal Singh and Mehanga Singh,

Defendants.

**DECLARACIÓN DE ESTEBAN MÁRQUEZ EN APOYO DE LA PETICION DEL
DEMANDANTE DE SENTENCIA POR FALLO DE DEFENDER**

De conformidad con 28 U.S.C. § 1746, por la presente declaro lo siguiente:

1. Soy el Demandante.
2. Trabajé para Indian Taj, Inc. d/b/a Santoor Indian Restaurant (el "Restaurante") desde 2005 hasta el 10 de junio de 2018.
3. El Restaurante está ubicado en 257-05 Union Turnpike en Queens, Nueva York.
4. En todo momento durante mi empleo, el Restaurante empleó a más de 10 personas.
5. Trabajé como cocinero y preparador de ensaladas en la cocina del Restaurante.
6. Por lo general, me tomaba una semana libre al año.
7. Mi horario de trabajo era de las 10:00 a.m. a las 10:00 p.m. los martes, miércoles, jueves y domingos, y de las 10 a.m. a las 11 p.m. los viernes y sábados. A veces llegaba varios minutos antes o después de la hora de inicio programada y, a veces, me iba varios minutos antes o después de la hora programada. Sin embargo, según lo que recuerdo, las horas anteriores representan, en promedio, una estimación justa del total de horas que trabajé cada semana durante mi empleo en el Restaurante.

8. No se me permitió tomar un descanso para almorzar. Normalmente comía mientras trabajaba. A veces me tomaba un descanso de 10 a 15 minutos para almorzar.

9. Hay errores tipográficos en los párrafos 42 y 43 de la primera queja modificada. El párrafo 42, que dice "desde las 10 p.m.. hasta las 11 p.m. los viernes y sábados", debe decir "desde las 10 a.m. hasta las 11 p.m. los viernes y sábados". Además, el párrafo 43, que dice "Prácticamente todas las semanas durante su empleo con los demandados, el Sr. Márquez trabajó al menos las horas programadas (62 horas)" debe leer "Prácticamente todas las semanas durante su empleo con los demandados, el Sr. Márquez trabajó al menos las horas programadas (74 horas)."

10. Durante mi empleo en el Restaurante, no me pagaban por hora.

11. Durante el año calendario 2014, me pagaron \$ 475.00 por semana en efectivo.

12. Desde enero de 2015 hasta el 10 de junio de 2018, me pagaron \$ 525 por semana en efectivo.

13. Nunca recibí compensación encima de mi salario semanal.

14. Cuando me pagaron, no me dieron ninguna declaración que mostrara la cantidad de horas que trabajé o cómo se calcularon mis salarios.

15. Indian Taj, Inc. d/b/a Santoor Indian Restaurant era un negocio operado y de propiedad de una familia.

16. Los propietarios y directores del restaurante eran Balvinder Singh, Harminder Singh, Joginder Singh, Kirpal Singh y Mehanga Singh.

17. Cada uno de los Singh tenía la autoridad para decirme qué hacer y, de hecho, me dio instrucciones cuando trabajaba.

18. Cada uno de los Singh tenía el poder de dirigirme, disciplinarme y/o despedirme.

Declaro bajo pena de perjurio que lo anterior es verdadero y correcto.

Fecha: Huntington, Nueva York
11/19/2021

DocuSigned by:


B305046ADAE0437...
Esteban Márquez
